POSTMASTER'S BOND—LIABILITY OF SURETIES.—Recovery on a bond conditioned that a postmaster shall turn over the money received in the money-order department of his office is held in *Bryan* v. *United States* (C. C. A. 9th C.), 53 L. R. A. 218, not to be prevented by the fact that the money was embezzled, without his fault or negligence, by a clerk holding office under the civil service rules of the government.

See 3 Va. Law Register, 669.

PROCESS—MISTAKE IN NAME.—A mistake in the Christian name of a defendant who is duly served with process, is held, in *Stuyvesant* v. *Weil* (N. Y.), 53 L. R. A. 562, not to prevent the court from acquiring jurisdiction of him, if at the time the summons is served on him he is duly apprised that he is the person intended to be named therein, where the statute provides for correcting mistakes in the names of parties as they appear in the summons.

See 5 Va. Law Reg. 570.

CRIMINAL PRACTICE—FEDERAL COURTS.—The sending of the original indictment forward to the circuit court upon remission of a cause into it from the district court under the provisions of U. S. Rev. Stat., sec. 1037, is held, in *Jewett* v. *United States* (C. C. A. 1st C.), 53 L. R. A. 568, not to be such an irregularity as will defeat the jurisdiction of the former court.

The authorities as to removal of criminal causes into Federal courts from other Federal or from other State courts are reviewed in a note to this case.

CONTRACTS—STIPULATED DAMAGES.—A stipulation for a certain sum as damages for failure to comply with a contract to remove a building by a certain time is held, in *Chicago House-Wrecking Co.* v. *United States* (C. C. A. 5th C.), 53 L. R. A. 122, to be properly construed as a penalty, and the recovery limited to the damages actually suffered, although the bond expressly provides that the sum named shall be liquidated damages, and not a penalty, where it would not be difficult or impossible to assess the actual damages from the testimony given.

LIBEL—JUDICIAL PPOCEEDINGS—NAMING OF CO-RESPONDENT.—Naming a person with whom plaintiff has committed adultery, in a cross bill in a divorce proceeding before a court having jurisdiction of the parties and subject matter is held, in *Jones* v. *Brownlee* (Mo.), 53 L. R. A. 445, to be absolutely privileged.

For a review of the law as to the necessity for naming a co-respondent when known, see 2 Va. Law Reg. 69, criticizing *Miller* v. *Miller*, 92 Va. 196. See article on "Privileged Communications in Judicial Proceedings," 5 Va. Law Reg. 1.

NEGOTIABLE INSTRUMENTS—FAILURE TO PRESENT.—Mere failure of an indorsee to present a check for payment for eleven months, during which time the maker paid the amount to the payee on his assurance that the check was mislaid and that he would return it when found, is held in *Bradley* v. *Andrus* (C. C. A. 3d C.), 53 L. R. A. 432, not to estop him from enforcing payment, where the maker relied wholly on the word of the payee in making his payment.

A note to this case collates the authorities as to the effect on the drawer's liability for delay in presenting the check, where the drawee remains solvent.